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*Attorneys for Defendant/Counterclaimant* HYPHY MUSIC, INC.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

YELLOWCAKE, INC., California  
corporation,

Plaintiff,

v.

HYPHY MUSIC, INC.,

Defendant.

**Case No.: 1:20-cv-00988-JLT-BAM**

[Assigned to the Hon. Jennifer L. Thurston]

**DECLARATION OF DOMINGO  
TORRES FLORES IN SUPPORT OF  
HYPHY MUSIC, INC.'S OPPOSITION  
TO YELLOWCAKE, INC. AND  
COLONIZE MEDIA, INC.'S MOTION  
FOR SUMMARY JUDGMENT  
AND SUMMARY ADJUDICATION**

HYPHY MUSIC, INC.,

Counterclaimant,

v.

YELLOWCAKE, INC.; COLONIZE  
MEDIA, INC; JOSE DAVID  
HERNANDEZ; and JESUS  
CHAVEZ SR,

Counter-Defendants.

Date: September 29, 2023

Time: 9:00 a.m.

Dept.: Courtroom 4 (7<sup>th</sup> Floor)

2500 Tulare Street

Fresno, CA 93721

Judge: Hon. Jennifer L. Thurston

DECLARATION OF DOMINGO TORRES FLORES

**DECLARATION OF DOMINGO TORRES FLORES**

I, Domingo Torres Flores, declare and state as follows:

1. I am an individual currently residing in Sanger, California, and am over 18 years of age. I know all of the following facts of my own personal knowledge and, if called upon and sworn as a witness, could and would competently testify thereto.

2. I am an accordion player. I also am, and during all relevant times alleged in the Complaint filed by Plaintiff/Counter-Defendant YELLOWCAKE, INC., a California corporation (“Yellowcake”), and the Amended Counterclaims filed by Defendant/Counterclaimant HYPHY MUSIC, INC., a California corporation (“Hyphy”), was a co-founding member and owner of the popular Spanish-language Regional Mexican musical group Los Originales De San Juan (the “Group”), together with Counter-defendant JESUS CHAVEZ, SR. (“Chavez”) and others.

3. In or about February 2013, Hyphy entered into an oral agreement with myself, Chavez, and all other members of the Group, for us as a Group to exclusively provide services in the making of sound and audio-visual recordings (the “Agreement”) embodied on certain albums (collectively, the “Los Originales Albums”). Pursuant to the terms of the Agreement, Hyphy agreed to (i) select the musical compositions to be recorded on the Los Originales Albums; (ii) commission and/or provide the sound engineers and audiovisual directors; (iii) produce the musical performances to be embodied on the Los Originales Albums; (iv) direct the recording and filming of musical and audiovisual performances to be embodied on the Los Originales Albums; and (v) pay myself, Chavez and all other members of the Group a fixed amount per album. In exchange, I agreed, among other things, that Hyphy would be the owner of all right, title and interest in and to the Los Originales Albums, and all intellectual property rights in the musical performances embodied

1 in the tangible masters therefor, from inception of creation of each of the Los  
2 Originales Albums.

3 4. I thereafter performed and/or contributed all services necessary as an  
4 accordion player in the creation of each of the Los Originales Albums.

5 5. At the time the Agreement was entered into with Hyphy, I genuinely  
6 believed that I was assigning all right, title and interest in my interest in the Los  
7 Originales Albums to Hyphy. I was not aware at the time that such assignment  
8 needed to be in writing to be valid and enforceable.

9 6. I am aware that Chavez now claims that he entered into an agreement  
10 with Yellowcake for Yellowcake to acquire all right, title and interest in and to the  
11 Los Originales Albums. However, I never signed any document directly with  
12 Yellowcake that would effectuate a transfer of all right, title and interest in and to  
13 my interest in the Los Originales Albums to Yellowcake. I also never signed any  
14 document giving Chavez all right, title and interest in and to my interest in the Los  
15 Originales Albums, which would have allowed him to subsequently transfer such  
16 interest to Yellowcake. In fact, I didn't even know that Chavez agreed to transfer  
17 rights to Yellowcake until I found out about this lawsuit.

18 I declare under penalty of perjury under the laws of the State of California  
19 that the foregoing is true and correct and that this Declaration was executed on  
20 January 31, 2022, at Sanger, California.

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22   
23 DOMINGO TORRES FLORES  
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## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno

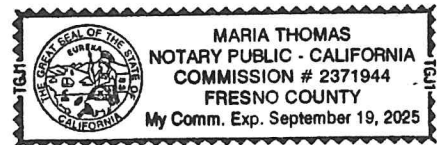
On 1-31-2022 before me, Maria Thomas Notary Public  
(insert name and title of the officer)

personally appeared Domingo Flores Torres,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Thomas (Seal)



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing electronically filed document has been served via a “Notice of Electronic Filing” automatically generated by the CM/ECF System and sent by e-mail to all attorneys in the case who are registered as CM/ECF users and have consented to electronic service pursuant to L.R. 5-3.3.

Dated: August 15, 2023

By: /s/ John Begakis  
John M. Begakis